

EXHIBIT A



Dear Kevin,

Thank you for choosing Globalization Partners. We are delighted to be a trusted partner helping your organization expand internationally.

Globalization Partners is committed to breaking down barriers to global business. Our goal is to change the way the world works by simplifying global expansion. Our comprehensive solution enables you to hire in 187 countries within hours, and without the need to set up costly international subsidiaries. You identify great talent anywhere in the world, and we put them on our fully compliant global payroll—lifting the burden of global corporate tax, legal, and HR matters from your shoulders to ours.

Besides having been named **one of the fastest-growing companies by Inc. Magazine**, we have also won numerous awards for our excellent customer service and our company culture. We are especially proud of our 96% client satisfaction rating, and an even higher satisfaction rating by the team members we employ on behalf of our clients.

Our commitment to you is to act with integrity, to give you our best and brightest, and to treat your global workforce as we treat our own. We look forward to building an enduring and mutually beneficial relationship with you.

Thanks for the opportunity to work as an extension of your team!

Best regards,



Nicole Sahin

Founder and CEO

Globalization Partners



**EY Entrepreneur
Of The Year®**



Globalization Partners Employer of Record (EOR) Services Agreement

TERM SHEET

This Term Sheet is part of an EOR Services Agreement between the Parties and is entered into and effective as of _____ (the "Effective Date"), by and between:

Globalization Partners, LLC, a Delaware company with a principal place of business at 175 Federal St., 17th floor, Boston, MA 02110 USA ("Globalization Partners"), and

EEA Consulting Engineers ("EEA Consulting Engineers" or "Client"), with a principal place of business at 6615 Vaught Ranch Rd # 100, Austin, TX 78730.

Each may be referenced individually as "Party" or collectively as "Parties."

Globalization Partners will provide Client with a Global Employer of Record (EOR) Solution, which includes professional leasing and payroll services, in accordance with this Term Sheet, each Country Pricing Schedule, and the Terms and Conditions of Service which are incorporated hereto by reference.

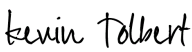
Initial Countries of Service (the Parties can add countries of service by executing additional Country Pricing Schedules for such countries): Mexico	
Payment Schedule (Fees calculated as set forth in the attached Country Pricing Schedules)	
Initial Setup Fee	The Initial Setup Fee is due in full before Globalization Partners drafts an employment contract for a Professional or renders specific advice related to onboarding a Professional.
Deposit	The Deposit is due in full before Globalization Partners will issue a final employment contract to any Professional. The unused portion of the Deposit is refundable within 30 days after all matters related to the termination of the employment of a Professional have been fully and finally resolved.
Monthly Invoices	Monthly invoices include the Monthly Services Fee and the Total Cost of Employment. Payment on invoices is due 3 days after the invoice date via ACH (the "Payment Term").
Off-Cycle Fees	Off-Cycle Fees are due as incurred for off-cycle payments per Client request.
Notes: Client agrees to participate in the Globalization Partners Customer Advocacy Program, which may include a reference, logo, case study, and/or testimonial.	

Client agrees to pay all fees via ACH in accordance with the Terms and Conditions of Service and the Country Pricing Schedules within the Payment Term. Client agrees to authorize Globalization Partners for automated withdrawal of all invoices issued under this Agreement from the Client bank account via automated clearing house ('ACH').

This Term Sheet, the Terms and Conditions of Service, and any Country Pricing Schedule collectively form the EOR Services Agreement between the Parties (the "Agreement"). The Agreement contains all the terms and conditions agreed upon by the Parties regarding the subject matter of the Agreement and supersedes all other agreements, oral or written, between the Parties. In the case of conflict or ambiguity between this Term Sheet and any of the Terms and Conditions of Service, this Term Sheet shall control. Client acknowledges that it has read and agrees to be bound by the Agreement (which includes this Term Sheet, the Country Pricing Schedules, and the Terms and Conditions of Service).

Signed:	<i>Kevin Tolbert</i>	Date:	
Name:		Title:	

Globalization Partners Employer of Record (EOR) Services Agreement
COUNTRY PRICING SCHEDULE - MEXICO

Setup Fee for the first 2 Professionals	\$4,000 Reduced to \$1,000 *If our Agreement is Signed by 5/7/2021
Setup Fee per Subsequent Professionals	\$2,000
Monthly Services Fee Calculated on top of the Total Cost of Employment, which is defined as salary, allowances, commissions, bonuses, required and supplemental insurances, termination costs, other statutory and required payments, and market-norm benefits that are paid through to the Professional	18% Reduced to 15%
Minimum Monthly Services Fee per Professional	\$1,800 Reduced to \$1,000
Estimated Social Charges on Top of Compensation	46.3%
Severance Accrual, billed monthly	8.33%
Statutory 13-month payment is required For budgeting, we recommend that either 4.17% (statutory minimum) or 8.33% (market norm) is added to the salary	Billed in the month it falls due
Markup on Expenses	0%
Annual tax filing fee per Professional Also due on termination of the contract, regardless of year-end	\$250
International Wiring Fee per Professional per month	\$45
Transfer Minimum Term cost per Professional	[Average Monthly Services Fee per Professional prior to transfer] x [remaining months in the Transfer Minimum Term]
One-time transition administration fee for each Professional leaving GP payroll	\$850 (WAIVED)
Business travel insurance, per Professional per year	\$400
Monthly Currency Transaction Fee	3%
Indirect Tax applied to Invoice	0%
Deposit for EOR services Should Client choose to offer increased notice periods or severance payment terms to a Professional over and above the statutory minimum required in-country, or should the required notice period/severance pay increase over the length of the Professional's employment contract, the Deposit for that Professional may be increased by a corresponding amount	Equal to two months of the Total Cost of Employment + expected Monthly Services Fee, per Professional
Signed on behalf of EEA Consulting Engineers 	
Name and Title:	Date:

Globalization Partners EOR Services Agreement
TERMS AND CONDITIONS OF SERVICE

1. GENERAL

These standard terms and conditions of service (the “Terms and Conditions”) supplement the specific terms of the Term Sheet and the relevant Country Pricing Schedules, which altogether constitute the entire EOR Services Agreement (the “Agreement”) between Globalization Partners and Client (the “Parties”). These Terms and Conditions may only be modified if both Parties agree in writing to change them and, if they conflict with any proposed alternative terms or policy guidelines that Client sends us, these Terms and Conditions shall control. Handwritten or electronic edits to these Terms and Conditions shall have no legal effect. No representative of any Party had or has any authority to make any representation or promise not contained in this Agreement, and each of the Parties acknowledges that each has not executed this Agreement in reliance upon any such representation or promise.

2. GLOBALIZATION PARTNERS’ OBLIGATIONS

2.1. Globalization Partners will comply with all applicable laws in the jurisdictions where it provides services to Client and will ensure services provided comply with applicable law.

2.2. Globalization Partners’ setup process includes (i) an initial call between Client and Globalization Partners to initiate service with respect to each professional selected by Client (“Professional”); (ii) sponsoring the Professional(s)’ work permit in the selected country of service (if required and contingent upon the Professional(s)’ eligibility for the same and Globalization Partners’ ability to sponsor); (iii) establishing a written employment agreement between Globalization Partners’ local entity and the Professional(s) chosen by Client; (iv) enrolling the Professional(s) in benefits plans that meet the minimum statutory requirements in the selected jurisdiction, or, at the Client’s sole option, are in addition to the minimum requirements; and (v) establishing payroll to pay the Professional(s)’ compensation, expense reports, and any other necessary or incidental payments. If Professional remains in a state of Active Onboarding (defined to include Globalization Partners’ commencement of efforts to obtain a work permit, employment contract negotiations, and related tasks) for more than two months for reasons other than Globalization Partners’ delay, Globalization Partners will begin charging the Minimum Monthly Services Fee as set forth in the Country Pricing Schedule for the remainder of the Active Onboarding.

2.3. Monthly services include: (i) collecting compensation data for each Professional from the Client, including bonuses, commissions, overtime, etc.; (ii) calculating and paying payroll, including required withholdings and net pay, based on the total monthly compensation as communicated by the Client; (iii) making third party payments for withheld taxes, insurances, and other required benefits and payments; (iv) generating and distributing income tax reports to Professionals and government authorities, as required; (v) distributing payslips to Professionals in accordance with local norms; (vi) facilitating review and payment of Professional(s)’ expense reports; and (vii) notifying Client of changes in applicable labor or other law or changes to any applicable union or collective bargaining agreement(s) that

affect the Professional(s)’ employment agreements or Total Cost of Employment (as defined in Section 4.3).

2.4. Annual services include: (i) producing year-end tax reports for Professional(s); (ii) generating and distributing reports to Professional(s) as legally required in each country of residence; and (iii) assisting with other annual compliance matters as required for Professional(s) in connection with their services under this Agreement.

3. CLIENT’S OBLIGATIONS “Client,” for purposes of this Agreement, is defined to include Client’s respective current parents, successors, predecessors, joint ventures, and subsidiaries and affiliated companies.

3.1. Client is responsible in all cases for identifying its candidates and for vetting, approving, and verifying the professional qualifications of its candidates, including but not limited to confirming whether the candidate is subject to a prior restrictive covenant and maintains the licenses required for the work to be performed.

3.2. Client retains responsibility for and control over the Professional(s)’ assignments, work hours, work performance and related training, compensation determination and negotiations, and supplementary benefits in accordance with and to the extent permitted by local law.

3.3. If Client is experiencing a performance-related issue with a specific Professional, Client agrees to notify Globalization Partners as early as possible and prior to conducting any negative performance evaluation or initiating a termination action against the Professional so that Client and Globalization Partners can work to minimize the termination costs and any other possible negative consequences of such action.

3.4. Client shall provide Globalization Partners with a designated internal contact who is responsible for communicating compensation and benefits information to Globalization Partners.

3.5. Client must communicate payment adjustment requests to Globalization Partners in writing no less than one month prior to the payment adjustment going into effect. Retroactive payment adjustments are not legally feasible. In many jurisdictions, adjustments to salary require notification to government and union officials as well as significant documentation.

3.6. Client understands and agrees that the applicable laws and union or collective bargaining agreement(s) governing Professional(s)’ services for Client are subject to change throughout the duration of this Agreement and that such changes are beyond the control of either Party. Client agrees that such changes may require adjustments to the terms and cost of Professional(s)’ services under this Agreement and Client agrees that it is required to pay any such required adjustments as a condition of the Professional(s)’ continued engagement.

3.7. Client acknowledges that it is obligated to determine its own VAT, HST, GST, or similar indirect taxes, if any, and to self-account and self-report for such taxes if it deems necessary (including by using the reverse charge mechanism to account for VAT if applicable).

Globalization Partners EOR Services Agreement
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3.8. Client agrees to pay fees as set forth in the Term Sheet, the Country Pricing Schedules, in Sections 4, 6, 7, and 8 herein, and in any additional addendum for services between the Parties.

4. EXPLANATION OF FEES

4.1. Initial Setup Fee: The Initial Setup Fee will be invoiced upon initiating work to onboard any given Professional and must be paid prior to Globalization Partners' drafting an employment contract for a Professional or rendering specific guidance related to onboarding a Professional. The Initial Setup Fee amounts are set forth in Country Pricing Schedules. The Initial Setup Fee covers working with Client and Professional to draft a compliant contract for a Professional and is not refundable. If a work permit is required for Professional(s), the work permit sponsorship fees will result in additional fees and will be quoted in advance.

4.2. Monthly Services Fee: The Monthly Services Fee consists of the fee Globalization Partners charges for its services as set forth in Section 2, calculated as detailed in the Country Pricing Schedules. The Monthly Services Fee will commence not later than the initial date the Professional(s) starts rendering services to Client. Client may review related records upon reasonable written request to Globalization Partners.

4.3. Total Cost of Employment: The Total Cost of Employment is defined as salary, allowances, commissions, bonuses, required and supplemental insurances, Termination Costs, other statutory and required payments, and market-norm benefits that are paid through to the Professional. Client will be billed monthly for the Total Cost of Employment along with the Monthly Services Fee. Client may review the related records upon reasonable written request to Globalization Partners.

5. TERM

Globalization Partners' Global Employer of Record Solution will commence upon receipt by Globalization Partners of the signed Term Sheet and continue until terminated.

6. TERMINATION

6.1. Except in case of breach of contract, either Party may choose to terminate this Agreement, or a portion of this Agreement related to specific Professional(s), at any time for any reason by providing 30-days advance written notice.

6.2. In the case of breach of contract, either Party may terminate this Agreement, or any portion of this Agreement, and the associated Professional(s), following written notice to the other Party and 7 calendar days' opportunity to cure. The cure period will not be extended; doing so would result in additional payroll and other liabilities.

6.3. If within 6 months of Globalization Partners' first payroll in a given country, Client transfers its Professional(s) to its own entity whether in the Professional's Country of hire or in any other Country, Client must pay Globalization Partners the balance of the Monthly Service Fees for each Professional affected by such transfer or termination for the remainder of the Transfer Minimum Term ("Transfer Termination Minimum"). Such Transfer Termination Minimum shall not apply to any Professional who is terminated or resigns.

6.4. Client agrees that the requirement to pay (i) the Transfer Termination Minimum set forth in Section 6.3, and (ii) Termination Costs, defined as all costs associated with the termination of a Professional including but not limited to severance costs and reasonable outside legal costs when required, continues beyond the termination of this Agreement for any reason.

7. PAYMENT TERMS

7.1. Payment is due within the agreed Payment Term (as defined on the Term Sheet) following issuance of each invoice that complies with the terms of this Agreement. Globalization Partners will provide notice to Client in the event payment is not received within the Payment Term.

7.2. If payment was made by ACH withdrawal and Client believes the amount of the withdrawal was in excess of the amount due and owing, Client will notify Globalization Partners within 10 days of such discovery. If the parties agree that the ACH withdrawal amount was in excess of the amount due and owing by Client, Globalization Partners will refund the excess amount within 5 business days after such determination. Conversely, if the parties agree that the ACH withdrawal amount was less than the amount due and owing by Client, Globalization Partners shall issue an invoice for the balance of the amount owed, which shall be paid in accordance with this Section 7. Client waives its rights to challenge or recover any ACH withdrawals 6 months after such ACH withdrawal was processed by Globalization Partners.

7.3. Client's failure to pay undisputed invoices when due triggers Globalization Partners' rights and remedies as set forth in Section 6.2.

7.4. In the event of a dispute over an invoice amount, the parties agree to use best efforts to resolve the dispute quickly and to ensure funding payroll in a timely manner. If the parties are unable to resolve a dispute before payroll must be funded, Client agrees to issue a payment in accordance with the Term Sheet sufficient to fund the Total Cost of Employment, such payment to be without prejudice to Client with respect to the dispute. Client's non-payment of a disputed invoice amount shall not permit Globalization Partners to suspend services or to terminate services of any Professional pursuant to Sections 6.2 or 7.3 as long as both parties are actively engaged in resolving the dispute and so long as Client continues to fund payroll. If Globalization Partners reasonably believes Client is not actively seeking resolution and/or Client has not timely funded payroll, Globalization Partners reserves the right to terminate the employment of the affected Professional(s) pursuant to Section 6.2.

7.5. Should Globalization Partners be required to use a collection agency or other means to collect payment due under this Agreement, Client agrees to pay reasonable collection agency fees or reasonable attorney's fees associated with such collection.

7.6. In the event the Client files under Chapter 11 of the US Bankruptcy Code during the Term of the Agreement, Client agrees to include Globalization Partners on its list of preferred vendors

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and to include all payments due to Globalization Partners in any first day motions filed.

8. DEPOSIT

8.1. The amount of the Deposit for each Professional will be in the amount stated in the Country Pricing Schedule. Should Client choose to offer a Professional increased notice periods or severance payment terms over and above the statutory minimum required in-country or should the required notice period/severance pay increase over the length of the Professional's employment contract, the Deposit held by Globalization Partners for that Professional will be increased by a corresponding amount.

8.2. The Deposit is used to secure Client's liabilities to Globalization Partners for services performed on behalf of the Client and will be used for no other purpose than securing or, if necessary, paying Client's liabilities to Globalization Partners. Globalization Partners has the right to setoff liabilities owed by Client by application of the Deposit funds. Any unused portion of the Deposit will be refunded to Client 30 days after all matters related to the termination of the Professional have been fully and finally resolved. Globalization Partners has a security interest in the Deposit, which is perfected by possession of the Deposit funds. The Deposit will be held by Globalization Partners or for the benefit of Globalization Partners until each Professional's termination date.

8.3. Globalization Partners reserves the right to review Client's account periodically, but no less than annually, and to increase the Deposit based on changes to the terms of the Professional(s)' pay, length of service, the length of the notice period and/or severance pay requirement, and other issues reflecting an increase to the accrued liabilities due to the Professional(s) at the end of service. Globalization Partners will issue an invoice reflecting any increases to the Deposit that provides an itemized breakdown and explanation of liabilities for each Professional.

9. RELATIONSHIP DISCLOSURE

Client agrees to participate in the Globalization Partners Customer Advocacy Program, which may include a reference, logo, case study, and/or testimonial.

10. WARRANTIES AND LIABILITY

10.1. Globalization Partners warrants that the services it will provide hereunder (a) will be performed and operate in all respects in accordance with the terms of this Agreement and with applicable law, (b) will be performed in a professional and workmanlike manner and at a standard no less than that considered standard in Globalization Partners' industry, and (c) will not violate any applicable law.

10.2. Globalization Partners is not liable for any loss, damage, expenses, corporate tax issues, or other claims arising from the performance of the Professional(s) under this Agreement. Globalization Partners is not responsible for the actions of any Professional(s) assigned to Client pursuant to the terms of this Agreement or any damages to Client resulting from such Professional(s)' actions.

10.3. Client is wholly responsible for protecting any of its Intellectual Property (IP) to which Professional(s) have access. Client will hold Globalization Partners harmless for any theft or misappropriation of Client's IP by Professional(s). To the extent that Client wishes to pursue or initiate a lawsuit against any Professional(s) to the maximum extent allowed by local law to enforce Client's rights to IP or pursuant to a non-compete or restrictive covenant, Globalization Partners will facilitate the same, with all costs being the exclusive responsibility of the Client. Globalization Partners will charge Client a service fee for any such litigation as set forth in this Section, which fee shall be agreed upon in advance. Although Globalization Partners may advise Client as to best practice regarding IP protection in various jurisdictions, Client agrees that Globalization Partners is not qualified to render and is not responsible for rendering legal advice to Client with respect to the exact scope of protection afforded to Client's intellectual property. Client is advised to have IP protection documentation reviewed by local counsel, at the sole direction and cost of Client.

10.4. Except for the Parties' indemnity obligations under this Agreement, and Client's payment obligations under this Agreement including without limitation the obligation to pay Termination Costs, in no event will either Party's total liability to the other in connection with this Agreement exceed the lesser of twelve (12) times the Monthly Service Fee payable by Client for the relevant Professional(s) giving rise to the liability as of the end of the month preceding the action giving rise to the liability, or one hundred thousand dollars (\$100,000).

10.5. Client agrees that it retains all responsibility for decision-making regarding its international corporate structure, corporate tax matters, permanent establishment risk, stock issuance to Professional(s), and/or any other business decision and associated risk Client incurs in connection with its international operations. In the event Client requests guidance or advice from Globalization Partners regarding any such business matter that is not directly tied to the services set forth in this Agreement, Client agrees that such guidance or advice is beyond the scope of this Agreement and Client will hold Globalization Partners harmless for any damages or other negative consequences sustained by Client as a result.

10.6. GLOBALIZATION PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY MADE HEREIN, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT FOR THE PARTIES' INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER RELATED TO THIS AGREEMENT FOR ANY LOST PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES AND, OTHER THAN THE CLIENT'S PAYMENT OBLIGATIONS HEREIN, HAVE ANY LIABILITY TO THE OTHER FOR ANY PURPOSE HEREUNDER THAT EXCEEDS THE AMOUNT SET FORTH IN SECTION 10.4 HEREIN.

11. INDEMNITY

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11.1. Globalization Partners shall at all times indemnify, defend and hold harmless Client, its parent companies, subsidiaries and affiliates, their respective directors, officers, employees, licensees, contractors, attorneys, agents, successors and assigns (the "**Client Indemnified Parties**"), from and against any and all claims, damages, liabilities, payments, actions, demands, proceedings, costs and expenses, including reasonable attorneys' fees, (collectively, "**Liabilities**") arising out of a claim by any third party (including Professional(s)) made against any of the Client Indemnified Parties relating to (i) any material breach by Globalization Partners of any of its obligations, representations, or warranties herein, (ii) Globalization Partners' data processing activities in connection with this Agreement; or (iii) the sole gross negligence or willful misconduct of Globalization Partners in the performance of its obligations hereunder as determined by a court of competent jurisdiction.

11.2. Client shall at all times indemnify, defend and hold harmless Globalization Partners, its parent companies, subsidiaries and affiliates, their respective directors, officers, employees, licensees, contractors, attorneys, agents, successors and assigns, and the heirs, executors, administrators, successors, and assigns of any of them (the "**Globalization Partners Indemnified Parties**"), from and against any Liabilities (as defined in Section 11.1) arising out of a claim by any third party (including Professional(s)) made against any of the Globalization Partners Indemnified Parties relating to (i) any material breach by Client of any of its obligations, representations, or warranties herein; (ii) the sole gross negligence or willful misconduct of Client or its employees in the performance of its obligations hereunder; (iii) Client's data processing activities in connection with this Agreement; (iv) any information, direction, or materials provided to Globalization Partners by Client, including without limitation, any claim that such information, direction or materials violates any intellectual property rights of any third party; (v) a prior independent contractor relationship between Client and any Professional; (vi) any claims arising from a lack of sufficient insurance coverage for Professional(s) other than as related to coverages provided by Globalization Partners pursuant to this Agreement (vii) course(s) of action Globalization Partners pursues pursuant to Client's instruction and/or direction despite Globalization Partners having alerted Client to the risks associated with such course(s) of action; (viii) Liabilities arising from any alleged failure by Globalization Partners Indemnified Parties or Client to comply with Transfer of Undertakings Legislation in applicable countries except to the extent such failure is caused by any Globalization Partners Indemnified Party's negligence or willful misconduct; (ix) any claims advanced by any Professional(s) arising out of the acts or omissions of Client, including without limitation any employment-related claim of discrimination, harassment, unlawful termination, and failure to pay wages; (x) any claims by a Professional's former employer to enforce a non-compete or restrictive covenant; and/or (xi) any portion of the relationship with the Professional the Client undertakes outside of Globalization Partners' direction or control, including but not

limited to processing expenses, issuance of Client corporate credit cards, and other benefits Client may choose to provide directly to Professionals.

11.3. A Party entitled to indemnification under this Agreement (the "Indemnified Party") will: (a) provide prompt written notice of the applicable Claim to the other Party (the "Indemnifying Party"); (b) provide the Indemnifying Party with sole control of the applicable defense and settlement; and (c) cooperate as requested by the Indemnifying Party, at the Indemnifying Party's expense. The Indemnifying Party will not agree to any settlement unless such settlement includes a full release of the applicable Claim against the Indemnified Party.

12. FORCE MAJEURE

Upon the occurrence of any force majeure event (defined as any event or circumstance, the occurrence and effect of which the affected Party is unable to avoid, including but not limited to acts of God or force of nature, landslides, lightning, earthquakes, floods, fires, storms or storm warnings, tidal waves, shipwreck and perils to navigation, acts of war or public enemy, invasion, acts of terrorism, strikes, work stoppages or sabotage), the Party so affected in the discharge of its obligations shall promptly give written notice of such event to the other and shall resume full performance of this Agreement as soon as reasonably possible, and that Party shall use its best efforts to remove or remedy the cause of such prevention as quickly as may be practical.

13. CONFIDENTIALITY; TRANSFER OF IP

13.1. Each of Client and Globalization Partners (on behalf of itself and its affiliates) agrees that any information exchanged between the Parties pursuant to this Agreement shall be considered "Confidential Information". Each Party agrees to keep confidential all Confidential Information disclosed to it by the other Party in accordance herewith, and to protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of similar information of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information); provided, however, that neither Party shall have any such obligations with respect to use or disclosure to third parties of such Confidential Information that: (a) is known publicly; (b) became known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing Party; (c) was otherwise known by the recipient before communication by the disclosing Party; or (d) was received by the recipient without any obligation of confidentiality from a source (other than the disclosing Party) lawfully having possession of such information.

13.2. Globalization Partners will and hereby does assign to Client any and all rights in and to any works created by any Professional during the course of his or her engagement under this Agreement from the moment of their respective creation, in particular all trademark rights, rights of use under copyrights for ways of use known and yet unknown, including rights to software in whatever form, design rights, related property rights according to copyright law (including all development stages) and other intellectual property rights, unrestricted in time, territory, and subject matter

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and will take all steps required in each jurisdiction, including completing all documentation, if any, to ensure same at Client's sole cost. Globalization Partners acknowledges and agrees that the remuneration as set forth in the Country Pricing Schedule represents sufficient consideration for such assignment as set forth in this Section.

14. CONTROL OF PERSONAL DATA

14.1. The Parties' performance under this Agreement may require control and processing of personal data belonging to individuals who are protected under the EU's General Data Protection Regulation EU 2016/679 (GDPR) or other analogous data protection laws. To the extent the Parties may act as joint controllers with respect to personal data and sensitive personal data belonging to data subjects, that data will be considered "Shared Personal Data". Where the Parties are not acting as joint controllers with respect to Shared Personal Data, the Parties agree they will act as independent controllers of information processed under this Agreement. This Section defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other with respect to personal data (including, where applicable, Shared Personal Data). Terms in Section 14 not otherwise defined herein have the meaning taken from this Agreement or privacy laws applicable to the data subject as appropriate.

14.2. The Parties may share personal data and sensitive personal data to the extent necessary to (i) perform and implement the terms of the employment agreement or other agreement for services with the Professional; and/or (ii) perform or conclude the terms of the EOR Services Agreement pursuant to which Client has contracted with Globalization Partners to engage the Professional (the "Agreed Purposes").

14.3. With respect to performing and implementing the terms of the employment agreement or other agreement for services with the Professional, the Parties may share personal data such as data subject's home and mailing addresses, contact and personal telephone numbers, email addresses, date of birth, tax information, salary and compensation information, passport information, government identifiers, employment history, and visa and work permit information to the extent required to achieve the Agreed Purposes. With respect to performing or concluding the terms of the EOR Services Agreement pursuant to which Client has contracted with Globalization Partners to engage the Professional, the Parties may share information such as data subject's home and mailing addresses, contact and personal telephone numbers, email addresses, dates of birth, salary and compensation information, health benefit information, government identifiers, visa and work permit information. The Parties agree to share personal data only for the Agreed Purposes. The personal data collected or processed under this Agreement must not be irrelevant or excessive with respect to the Agreed Purposes and shall in all cases comply with the principles and other terms of the GDPR or other applicable law.

14.4. Globalization Partners' Privacy Notices explain to data subjects the personal data Globalization Partners may collect,

process and share, the circumstances in which it will be collected, processed, and shared, and the purposes for the data collection, processing and data sharing. The Parties agree to abide by the rights and obligations that attach to the personal data, including with regard to the security, confidentiality, integrity, use, and disclosure of the Shared Personal Data. Each party agrees promptly to notify the other if it determines it is no longer able to abide by the rights and obligations attached to the Shared Personal Data, and to cease using that data or otherwise to take appropriate steps to remediate. The Parties remain individually responsible for ensuring that their respective uses of the personal data (including any Shared Personal Data) comply with all applicable data protection and privacy laws and regulations.

14.5. The Parties agree to process personal data fairly and lawfully in compliance with this Agreement and all applicable laws, enactments, regulations, orders, standards, and other similar instruments that apply to such Party's personal data processing operations, including with respect to subprocessors. Each Party shall ensure that its processing of personal data is limited to the Agreed Purposes and is based on a legal ground for lawful processing. Globalization Partners may make this Section 14 of the Agreement available to data subjects as required and upon their request.

14.6. Data subjects may have a right under applicable law to request that their personal data be corrected, amended, or erased (an "Access Request"). The Parties shall each maintain a record of Access Requests they receive in relation to personal data (including any Shared Personal Data) connected to this Agreement, the decisions made, and any personal data exchanged. The Parties agree that responsibility for complying with Access Requests is governed by applicable law; however, the Party receiving the Access Request shall notify the other party of such request. The Parties agree to provide reasonable and prompt assistance as is necessary to each other to enable them to comply with Access Requests and to respond to any other queries or complaints from data subjects.

14.7. Neither Client nor Globalization Partners shall retain or process personal data (including Shared Personal Data) for longer than is necessary to carry out the Agreed Purposes, and the Parties shall ensure that any personal data (including Shared Personal Data) is destroyed upon resolution of all matters relating to the termination of employment, for whatever reason, of the Professional linked to the personal data; except that the Parties may continue to retain personal data (including Shared Personal Data) in accordance with any applicable statutory or professional retention periods.

14.8. To the extent applicable, the Parties agree to implement appropriate technical and organizational measures to protect the personal data (including Shared Personal Data) in their possession against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. The Parties each agree not to disclose or transfer personal data (including any Shared Personal Data) to third parties unless they first ensure that adequate and equivalent protections as provided

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for in this Agreement will be afforded to the personal data (including any Shared Personal Data) in compliance with applicable law.

14.9. The Parties agree to notify each other of any potential or actual losses of personal data (including Shared Personal Data) as soon as possible and, in any event, within one (1) business day of identification of any potential or actual loss, to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable data protection laws and guidance. In connection with such a loss, the Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach in an expeditious and compliant manner. These obligations apply to any breaches of security which may compromise the security of the personal data (including Shared Personal Data).

14.10. In the event a data subject or a Data Protection Authority initiates a dispute or claim against either or both Parties regarding the processing of Shared Personal Data in connection with this Agreement, the Parties will inform each other about any such disputes or claims and will cooperate with a view to resolving them amicably in a timely fashion. Each Party shall nominate a single point of contact within their organization who can be contacted in respect of queries or complaints and/or compliance under the terms of this Section.

14.11. If the applicable data protection and ancillary laws change in a way that this Section no longer governs lawful data sharing exercises, the Parties agree that they will maintain compliance with the applicable data protection laws and negotiate in good faith to review this Section 14 in light of the new legislation.

15. NON-SOLICITATION

During the term of this Agreement and for one year thereafter, neither Party shall, without the other Party's written consent, (i) solicit for hire or employment, or (ii) hire, employ, or obtain the services of anyone who is a contractor or employee of the other Party, whether as an individual or via a company in which the individual is a shareholder. This non-solicitation restriction does not apply to any Professional(s) hired specifically by Globalization Partners or its affiliates to provide services for Client pursuant to the terms of this Agreement or an equivalent agreement, to hiring based on general advertising, or to hiring following an initial approach by the subject individual.

16. ANTI-CORRUPTION

16.1. Each Party agrees, in its performance of its obligations under this Agreement, to comply, and to cause its affiliates to comply, with applicable Anti-Corruption Laws, which may include but is not limited to the US Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act (the "UK Act"), the Singapore Prevention of Corruption Act ("PCA"), the Mexico General Law on the National Anti-Corruption System ("GLAR"), the Canadian Corruption of Foreign Officials Act ("CFPOA"), as applicable, and all other applicable anti-corruption and anti-bribery laws (collectively, "Anti-Corruption Laws"). In general, the Anti-Corruption Laws prohibit directly or indirectly making, promising, authorizing, or offering any advantage or anything of value to public officials or

private persons or corporations to secure an improper advantage, to improperly obtain or retain business, or to direct business to any other person or entity.

16.2. Each Party states that it maintains in effect policies and procedures designed to ensure its compliance with applicable Anti-Corruption Laws. Neither Party shall knowingly take any action that would cause the other Party to be in violation of Anti-Corruption Laws. Additionally, each Party shall immediately notify the other Party if such Party has any information or suspicion that there may be a violation of any Anti-Corruption Law in connection with the performance of any activities under this Agreement.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. The UN Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement. Any action or proceeding brought by either Party hereto shall be brought only in a state or federal court of competent jurisdiction located in Massachusetts, and the parties expressly agree to submit to the jurisdiction of such courts for the purposes of any action or proceeding. Clients not based in the United States agree to appear voluntarily in the jurisdiction specified in this Section in the event of a legal action, and Client agrees to pay for the costs of legal service if Client does not appear voluntarily.

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS**

EEA CONSULTING ENGINEERS	§	
	§	
	§	
Plaintiffs,	§	No.
	§	
vs.	§	
	§	ORIGINAL COMPLAINT
ANSYS, INC.	§	
	§	
Defendants.	§	JURY TRIAL DEMANDED

I, Todd Schmitt, declare:

1. I am the President and CEO of EEA Consulting Engineers.
2. On May 7, 2021, EEA entered into an agreement with Globalization Services to supply independent contractors who would perform tasks for EEA on a temporary basis.
3. As a result of this engagement, Globalization Services supplied independent contractors to EEA. Mr. Martinez was one of these contractors and began temporary assignments on May 17, 2021.
4. Although EEA was planning to supply a computer for the tasks Mr. Martinez would perform for EEA, the computer was returned to Amazon before Mr. Martinez received possession of it.
5. As a result, Mr. Martinez began using his own personal laptop for his EEA assignments.
6. At no time did Mr. Martinez require or use ANSYS software for his assignments with EEA.

7. On July 13, 2021, ANSYS sent a letter to EEA alleging unauthorized use of its software by EEA. ANSYS claimed that its findings were based on output from its usage detection software that is embedded in ANSYS products.

8. All but three instances pre-date Mr. Martinez's assignments with EEA. The instances that post-date Mr. Martinez's assignments with EEA were not used by or on behalf of EEA.

9. Any potential use was on Mr. Martinez's personal machine in his personal capacity.

10. ANSYS claims that two instances of Mr. Martinez's use also include the browser e-mail address of EEA employee Mike Jeter. However, the user e-mail in those two instances is listed as Mr. Martinez, and EEA believes that the inclusion of Mike Jeter's name is misleading to the extent that it purports to indicate any use or installation of ANSYS software by Mike Jeter.

11. EEA believes the appearance of Mike Jeter's name on the Egress report is either a mistake on the part of ANSYS, or was intentionally included to falsely suggest installation or use of the software where no use or installation exists.

12. Mike Jeter did not share a computer or e-mail address with Mr. Martinez.

13. Mike Jeter did not, at any time, install, access or use ANSYS software for his assignments with EEA.

14. EEA notified ANSYS that the most of dates Mr. Martinez allegedly accessed ANSYS's software did not coincide with the dates of his assignments for EEA and therefore preclude the possibility that it could have violated ANSYS' copyrights.

15. Mr. Martinez was a third-party contractor, not an employee of EEA.

16. EEA requested additional information regarding the alleged instances of software use because the Egress report was manipulated to falsely accuse EEA of unauthorized use of the software.

17. ANSYS demanded licensing fees from EEA to resolve the alleged copyright infringement at what it described as its MSRP for the products it claims were infringed.

18. EEA disputes that ANSYS software was installed, used, or accessed on any computers owned by EEA.

19. Even if the ANSYS report accurately reflects that Mr. Martinez did utilize ANSYS software, Mr. Martinez was never an employee of EEA, was not using ANSYS software for his consulting duties at EEA, and EEA never benefitted from any alleged use of the software.

20. EEA has sustained damages in defending itself from these baseless allegations.

This declaration is executed on the 16 day of February 2022, in Austin, Texas.

A handwritten signature in black ink that reads "Todd A. Schmitt". The signature is written in a cursive style with a horizontal line underneath it.

Todd Schmitt

EXHIBIT C

AFFIDAVIT

My name is **Alejandro Jiménez Martínez**.

I am 42 years old.

I currently reside in the city of

Apodaca

in the state of

Nuevo León

of the United Mexican States.

I am party to a Contract of Employment with Globalization Partners. Through Globalization Partners, I have been engaged to provide professional engineering services to EEA Consulting Engineers ("EEA"). I first was engaged by EEA on or about **17 May 2021**.

In the course of my work for EEA, I use a laptop computer that I own and that I purchased prior to 17 May 2021. The system/BIOS name of that computer is 5CD9476D8R (the "**Laptop**").

In the course of my work for EEA, I have used the Laptop to initiate a remote desktop connection and to log on to a separate computer that EEA controls and administers and that, to my knowledge, is a physical device located at EEA's location (the "**Remote Desktop**"). To my knowledge, I do not have the ability to log on to any other computers owned or controlled by EEA, and I never have attempted to log on to any other such computers.

I have completed all of my work for EEA by using the Laptop to access the Remote Desktop, and then by using software tools and server resources made available by EEA on the Remote Desktop.

I have been informed that I have no ability to install any software on the Remote Desktop, and I never have attempted to install any software on the Remote Desktop. I am not aware of any software products published by Ansys Software installed or running on the Remote Desktop or on any server resources made available to me via the Remote Desktop.

Other than the Laptop's operating system or other networking tools, I never have used any software that I may have installed on the Laptop – including but not limited to any software that may be owned by or that may have been published by Ansys Software – in the course of providing any services to EEA.

DECLARACIÓN JURADA

Mi nombre es **Alejandro Jiménez Martínez**.

Tengo 42 años de edad.

Actualmente resido en la ciudad de

Apodaca

en el estado de

Nuevo León

de los Estados Unidos Mexicanos.

Soy parte de un contrato de trabajo con Globalization Partners. A través de Globalization Partners, fui contratado para proporcionar servicios de ingeniería profesional a EEA Consulting Engineers ("EEA"). Fui contratado por EEA en o alrededor del **17 de Mayo 2021**.

Para la realización de mi trabajo para EEA, utilizo una computadora laptop de la cual soy dueño y que compré antes del 17 de Mayo 2021. El nombre sistema/BIOS de la computadora es 5CD9476D8R (la "**Laptop**").


Durante la realización de mi trabajo para EEA, he usado la Laptop para iniciar una conexión de escritorio remoto y para iniciar sesión en una computadora separada controlada y administrada por EEA y que, según mi conocimiento, es un dispositivo físico localizado en la ubicación de EEA (el "**Escritorio Remoto**"). Según mi conocimiento, no tengo la habilidad de iniciar sesión en alguna otra computadora que sea propiedad de o esté controlada por EEA, y nunca he tratado de iniciar sesión en alguna otra computadora afín.

He completado todo mi trabajo para EEA usando la Laptop para iniciar sesión en el Escritorio Remoto, y posteriormente usando las herramientas de software y recursos del servidor puestos a disposición por EEA en el Escritorio Remoto.

He sido informado que no tengo la habilidad de instalar algún software en el Escritorio Remoto, y nunca he tratado de instalar algún software en el Escritorio Remoto. No tengo conocimiento de algún producto de software publicado por Ansys Software instalado o ejecutándose en el Escritorio Remoto o en cualquier recurso del servidor que se haya puesto a mi disposición a través del Escritorio Remoto.

Además del sistema operativo de la Laptop u otras herramientas de red, nunca he utilizado algún software que yo pudiera haber instalado en la Laptop – lo cual incluye, pero no se limita a software que pueda ser propiedad de o haya sido publicado por Ansys Software – en el transcurso de proporcionar cualquier servicio para EEA.

SWORN TO AND SIGNED:


Alejandro Jiménez Martínez

Dated:

20 / octubre / 2021

SIN TEXTO



NOTARIA PÚBLICA
TITULAR
LIC. BERNABÉ ALEJANDRO DE
SAN NICOLÁS DE LOS GARZA, NUEVO
PRIMER DISTRITO

ACTA FUERA DE PROTOCOLO 139/17431/21

----- EN EL MUNICIPIO DE SAN NICOLAS DE LOS GARZA, NUEVO LEÓN, al 20, veinte día del mes de Octubre del año 2021-dos mil veintiuno, ANTE MI, Licenciado BERNABÉ ALEJANDRO DEL VALLE GÓMEZ, Titular de la Notaría Pública número 139-ciento treinta y nueve con ejercicio en este Municipio, **COMPARECIO:** El señor ALEJANDRO JIMÉNEZ MARTÍNEZ, y DIJO: Que ocurre ante esta Notaría a mi cargo, a fin de ratificar la firma puestas en mi presencia al calce en el documento que antecede, reconociéndola como suya y de su puño y letra, lo que asiento en esta Acta para los efectos legales correspondiente a que haya lugar.-----

-----LEY FEDERAL DE PROTECCION DE DATOS PERSONALES-----

----- EN POSESION DE LOS PARTICULARES-----

----- YO, EL NOTARIO DOY FE: De que el(los) compareciente(s) manifestó (aron) al suscrito Notario: Que otorga(n) su consentimiento sobre el tratamiento de la(os) correspondiente(s) información y datos personales en los términos del respectivo **Aviso de Privacidad** de esta Notaría que se incluye en la página de Internet www.notaria139.com y; Que conoce(n) el texto del **Aviso de Privacidad** antes indicado.-----

----- G E N E R A L E S -----

----- Los comparecientes a quienes conozco, y que a mi juicio tienen capacidad legal, apercebidos por el suscrito, de lo dispuesto por el artículo 128-ciento veintiocho de la Ley del Notariado, bajo protesta de decir verdad, me manifestó como sus datos generales los siguientes: -----

----- ALEJANDRO JIMÉNEZ MARTÍNEZ, dijo ser: Mexicano por nacimiento, mayor de edad, de 42, cuarenta y dos años de edad, soltero, originario de Orizaba, Veracruz, en donde nació el día 21, veintiuno de Diciembre de 1978, mil novecientos setenta y ocho, Empleado, al corriente en el pago del Impuesto Sobre la Renta, sin justificarlo, lo que declara bajo protesta de decir verdad, Inscrito en el Registro Federal de Contribuyentes bajo el número JIMA781221MG4, con Clave Única del Registro de Población JIMA781221HVZMRL04, con domicilio en la calle Ónix, número 123, ciento veintitrés, en la Colonia Joyas de Huinala, en el Municipio de Apodaca, Nuevo León, y de paso por este municipio.-----

----- SE TOMO RAZON DE LO ANTERIOR BAJO EL NUMERO 139/17431/21-CIENTO TREINTA Y NUEVE, DIAGONAL, DIECISIETE MIL CUATROCIENTOS TREINTA Y UNO, DIAGONAL, VEINTIUNO, LA CUAL VA PROTEGIDA POR KINEGRAMA, DEL LIBRO DE ACTAS FUERA DE PROTOCOLO QUE SE LLEVA EN ESTA NOTARIA A MI CARGO.- DOY FE. -----



LIC. BERNABÉ ALEJANDRO DEL VALLE GÓMEZ

NOTARIO PÚBLICO 139

VAGB850122F25



NOTARIA PÚBLICA No. 139

TITULAR

LIC. BERNABÉ ALEJANDRO DEL VALLE GÓMEZ
SAN NICOLÁS DE LOS GARZA, NUEVO LEÓN, MÉXICO
PRIMER DISTRITO

EXP 2098c-21/CMR/GabyG

EXHIBIT D

[illegible]

ESA Consulting Engineers	Fluent	R15.0	6/7/2018 15:08	alvaro	alvaro	es-MX	AC-ED-10-E9-AC-DD	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.52.235	192.168.1.254	Uniformed	188.232.52.235	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	6/6/2018 16:50	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.52.235	192.168.1.254	Uniformed	188.232.52.235	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	5/28/2018 23:59	alvaro	alvaro	es-MX	AC-ED-10-E9-AC-DD	19.4, 0.9.1	Mexico	Ciudad De Mexico	Mexico City	180.232.54.35	192.168.1.254	Uniformed	188.232.54.35	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	5/23/2018 17:50	alvaro	alvaro	es-MX	AC-ED-10-E9-AC-DD	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.180.100.55	192.168.1.254	Uniformed	188.180.100.55	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	2/4/2018 2:09	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.49.26	192.168.1.254	Uniformed	188.232.49.26	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	1/20/2018 18:57	alvaro	alvaro	es-MX	AC-ED-10-E9-AC-DD	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.49.26	192.168.1.254	Uniformed	188.232.49.26	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	1/20/2018 1:20	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.49.26	192.168.1.254	Uniformed	188.232.49.26	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	1/20/2018 15:27	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.49.26	192.168.1.254	Uniformed	188.232.49.26	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	1/25/2018 5:50	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.49.26	192.168.1.254	Uniformed	188.232.49.26	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	1/18/2018 13:33	alvaro	alvaro	es-MX	AC-ED-10-E9-AC-DD	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.49.26	192.168.1.254	Uniformed	188.232.49.26	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	1/6/2018 18:30	alvaro	alvaro	es-MX	AC-ED-10-E9-AC-DD	19.4, 0.9	Mexico	Mexico	Ciudad Nezahualcoyotl	180.232.49.26	192.168.1.254	Uniformed	188.232.49.26	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	11/27/2017 14:45	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	22.2, 0.7.9	Mexico	Tamaulipas	Tampico	180.245.50.185	192.168.1.254	Uniformed	188.245.50.185	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	11/16/2017 19:09	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	22.2, 0.7.9	Mexico	Tamaulipas	Tampico	180.245.50.185	192.168.1.254	Uniformed	188.245.50.185	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	11/7/2017 14:58	alvaro	alvaro	es-MX	AC-ED-10-E9-AC-DD	19.4, 0.9	Mexico	Ciudad De Mexico	Toluca	201.106.111.95	192.168.1.254	Uniformed	201.106.111.95	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	10/11/2017 17:46	alvaro	alvaro	es-MX	AC-ED-10-E9-AC-DD	19.4, 0.9	Mexico	Ciudad De Mexico	Toluca	201.106.111.95	192.168.1.254	Uniformed	201.106.111.95	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	10/18/2017 14:26	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	16.5, 0.9.9	Mexico	Guerrero	Acapulco De Juarez	187.230.28.2	192.168.1.254	Uniformed	187.230.28.2	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	10/10/2017 23:27	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	16.5, 0.9.9	Mexico	Guerrero	Acapulco De Juarez	187.230.28.2	192.168.1.254	Uniformed	187.230.28.2	Simula-PHATE
ESA Consulting Engineers	Fluent	R15.0	10/9/2017 23:24	alvaro	alvaro	es-MX	30-BD-99-F5-59-EC	25.9, 0.7.5	Mexico	Tamaulipas	Heroica Matamoros	180.245.171.146	192.168.1.254	Uniformed	188.245.171.146	Simula-PHATE

EXHIBIT E

K&L GATES

September 17, 2021

John J Cotter
john.cotter@klgates.com

**CONFIDENTIAL SETTLEMENT COMMUNICATION
SUBJECT TO FED. R. EVID. 408**

T +1 617 261 3178
F +1 617 261 3175

By E-mail to cbarnett@scottandscottllp.com

C. Christopher Barnett, Esq.
Scott and Scott LLP
Suite 200, 550 Reserve Street
Southlake, Texas 76092

Re: EEA Consulting's Infringement of Ansys Inc.'s Software

Dear Mr. Barnett:

K&L Gates LLP represents Ansys, Inc. regarding EEA Consulting's infringement of Ansys' valuable software and copyrights (the "Software"), and writes to respond to your August 16, 2021 email to Wayne Chiamonte. Please confirm if in addition to representing EEA Consulting, you also represent HVAC Engineer Alejandro Jimenez Martinez and/or Mechanical/Plumbing Designer Mike Jeter in their individual capacities.

Ansys previously provided EEA with the Egress Report generated from Ansys' call home technology that identifies over 170 unauthorized uses of pirated versions of Ansys' Software between October 9, 2017 and July 12, 2021, all of which are tied to Mr. Martinez, a current EEA employee. The most recent unauthorized uses, in June and July 2021, included EEA client email addresses and EEA browser email addresses associated with EEA employees Martinez and Jeter, both of whom were employed by EEA during that time. As to your claim that the data was manipulated, the call home technology linked the prior events because Mr. Martinez was involved in those earlier events, and Mr. Martinez is now an EEA employee; we gave you the complete list so you can see the extent of Mr. Martinez's activity. EEA also claims, omitting any mention of Mr. Jeter's role, that Mr. Martinez used Ansys' software on his personal computer and not for EEA's benefit or related to his work for EEA. Those claims are contradicted by the facts.

First, the Egress Report call home data was generated using third party Piracy Detection and Reporting Security Software (PDRSS) that Ansys and many other businesses regularly use and rely on to identify use of pirated software and to provide courts with proof of infringement and the identity and location of infringers. Ansys has full confidence in the accuracy of the Egress Report's data for the infringing events that occurred after Mr. Martinez joined EEA. While Ansys would

prefer to resolve this dispute out of court, discovery in litigation likely would uncover more details about EEA's infringement.

Next, Ansys' Software is typically used for long-running product and design simulations by sophisticated entities that, like EEA, design technologically complex items. Given EEA's business of providing mechanical, electrical, and plumbing design, commissioning, engineering, and support services, it certainly fits the profile of a company that could benefit from use of Ansys' Software. Mr. Martinez, given his professional and educational background and his role as an HVAC Engineer at EEA, also fits the profile of an employee who would be using Ansys' Software within the scope of his employment. The same goes for Mr. Jeter.

In short, the current data and all signs point to an EEA employee willfully infringing Ansys' valuable software for EEA's benefit and within the scope of employment. Ansys is entitled to recover its actual damages (for example, measured by its usual license fees) and EEA's profits, or statutory damages of \$150,000 for each infringed work under 17 U.S.C. § 504(c)(2), and additional statutory damages of up to \$2,500 per act of circumvention under 17 U.S.C. § 1203(c)(1). Ansys is also entitled to recover its costs and attorneys' fees.

To better understand the circumstances of this unauthorized use of Ansys' Software, please provide us with Mr. Martinez' outputs for his use of the Software during the time he was employed by EEA. We agree to keep these outputs confidential.

Please also confirm in writing by September 24, 2021 that EEA, Mr. Martinez, and Mr. Jeter are preserving all data, logs, outputs, communications, and any other documentation or information relating to this matter, including but not limited to any documentation relating to any investigation performed by EEA.

Ansys prefers to resolve this matter without litigation, but will be prepared to escalate as necessary if we cannot reach a prompt resolution. To avoid any need for escalation, please respond with a reasonable settlement proposal by September 24, 2021.

This letter is not a complete statement of facts or Ansys' rights. Ansys explicitly reserves all rights.

Very truly yours,

/s/ John J. Cotter

John J. Cotter

cc: Wayne Chiaramonte (wayne.chiaramonte@ansys.com)
Eric W. Lee, Esq. (eric.lee@klgates.com)

EXHIBIT F

From: Lee, Eric W. <Eric.Lee@klgates.com>

Sent: Monday, February 7, 2022 1:46 PM

To: Christopher Barnett <cbarnett@scottandscottllp.com>; Rob Scott <rjscott@scottandscottllp.com>

Cc: Cotter, John J. <John.Cotter@klgates.com>

Subject: RE: Ansys Software - EEA Consulting Engineers - Next steps

Confidential. Subject to Fed.R.Evid. 408.

Christopher,

If the parties can reach an agreement in principle quickly without further back-and-forth, Ansys will accept a settlement payment of **\$185,183.28** (the below \$171,070.00 in lost licensing fees + 8.25% Pennsylvania use tax) from EEA to resolve this matter. Ansys explicitly reserves all rights, including the right to seek more than this amount as appropriate if this matter does not quickly resolve.

We are speaking with Ansys about this matter this Thursday afternoon, February 10. Please let us know your client's response as soon as possible and by no later than Thursday morning, February 10.

Sincerely,
Eric

K&L GATES

Eric W. Lee
K&L Gates LLP
One Lincoln Street
Boston, MA 02111
Phone: 617.951.9240
Fax: 717.261.3175
eric.lee@klgates.com
www.klgates.com